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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
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9 Sr. Ozzy's Franchising LLC, et al.,

10 Plaintiffs,

11 v.

12 Jissel Morales, et al.,

13 Defendants.  
14

No. CV-23-00238-PHX-GMS

**ORDER**

15  
16 Pending before the Court is Plaintiffs' SR Ozzy's LLC and Sr. Ozzy's Franchising  
17 LLC's (collectively, "Sr. Ozzy's") Motion for Preliminary Injunction/Motion for  
18 Temporary Restraining Order (Doc. 17). For the following reasons, the motion is granted  
19 in part and denied in part.

20 **BACKGROUND**

21 In 2017, Osiel and Diana Perez started Sr. Ozzy's Tacos y Mariscos, an authentic  
22 Mexican restaurant. Because of Mr. and Mrs. Perez's efforts, Sr. Ozzy's became  
23 commercially successful. So much so that in 2021, Mr. and Mrs. Perez pursued  
24 franchising. They "spent over one hundred thousand dollars on the franchising process,  
25 including with a franchise development company, lawyers, accountings, sales  
26 representatives, and the like." (Doc. 17 at 2.) Since 2021, they have sold six franchises,  
27 including three in Arizona and three in other states.  
28

1 Defendant is a limited liability corporation, SR Ozzy's Bar & Grill LLC.<sup>1</sup> On May  
2 25, 2022, the parties entered a Franchise Agreement intending that Defendant would open  
3 a Sr. Ozzy's restaurant at 19401 N. Cave Creek Road, #15-17, Phoenix, Arizona 85025.  
4 As part of their franchising business, Sr. Ozzy's trains its franchisees through initial and  
5 ongoing training, support, and general guidance as they begin their businesses. Defendants  
6 started their initial training in August 2022. At this training, Defendants were given access  
7 to Sr. Ozzy's Operations Manual ("Manual"), which contains proprietary information like  
8 Sr. Ozzy's recipes and business practices. For several months, Sr. Ozzy's assisted  
9 Defendants as they prepared to open their restaurant. In November 2022, however,  
10 Defendants stopped communicating with Plaintiffs.

11 Plaintiffs present at least some evidence to believe that Defendants still intend to  
12 open a Sr. Ozzy's restaurant. They have provided photographic evidence of Sr. Ozzy's  
13 signage at the location where the parties agreed that Defendants would open their franchise,  
14 which uses the Sr. Ozzy's name. Plaintiffs have also testified that they have seen  
15 advertisements of an unspecified date soliciting employees for the enterprise. (Doc. 1 at  
16 5.)

17 On January 25, 2023, Plaintiffs notified the Defendants in writing of the immediate  
18 termination of their Franchise Agreement. (*See* Doc. 1-3 at 43 (noting Plaintiffs' ability to  
19 terminate the Agreement at their option, effective five days after written notice is  
20 provided.)) The Notice of Termination reiterated Defendants' post-termination  
21 obligations under the Franchise Agreement. Since then, Defendants have not  
22 communicated with Plaintiffs, and, according to Plaintiffs, Defendants have "continued to  
23 operate the formerly-franchised restaurant, have continued to improperly use the Sr. Ozzy's  
24 Mark and Sr. Ozzy's name without authorization, and have continued to improperly hold  
25 themselves out to the public as a licensee of the Sr. Ozzy's Mark and part of the Sr. Ozzy's  
26 System." (Doc. 1 at 6.) Thus, Plaintiffs brought this motion for a preliminary injunction  
27 to enjoin such conduct, alleging that Defendants are violating federal trademark laws,

28 <sup>1</sup> Plaintiffs have served SR Ozzy's Bar & Grill LLC. They seek alternative service as to  
other individual members of the LLC and/or those involved in operating the restaurant.

breaching their Franchise Agreement, and misappropriating trade secrets.

## DISCUSSION

### I. Legal Standard

A plaintiff seeking a preliminary injunction must establish that: (1) they are likely to succeed on the merits of their claims, (2) they will suffer irreparable harm in the absence of preliminary relief, (3) the balance of equities supports a preliminary injunction, and (4) an injunction is in the public interest. *Coffman v. Queen of Valley Med. Ctr.*, 895 F.3d 717, 725 (9th Cir. 2018). This framework “creates a continuum: the less certain the district court is of the likelihood of success on the merits, the more plaintiffs must convince the district court that the public interest and balance of hardships tip in their favor.” *Sw. Voter Registration Educ. Project v. Shelley*, 344 F.3d 914, 918 (9th Cir. 2003); *see also All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1132 (9th Cir. 2011).

### II. Likelihood of Success

#### A. Trademark Infringement

Plaintiffs will likely succeed on their trademark infringement claim under § 32 of the Lanham Act and their unfair competition claim under § 43 of the Act. 15 U.S.C. §§ 1114, 1125(a). “Where, as here, a plaintiff’s § 43 unfair competition claim is based on alleged infringement of a registered mark, the legal analysis under the two sections is essentially identical.” *Lodestar Anstalt v. Bacardi & Co.*, 31 F.4th 1228, 1245 (9th Cir.), *cert. denied*, 143 S. Ct. 428 (2022). That analysis considers “the two elements of trademark infringement, which are (1) a ‘protectable [*sic*] ownership interest in the mark’; and (2) a likelihood of ‘consumer confusion’ in the defendant’s use of its allegedly infringing mark.” *Id.* (citing *Rearden LLC v. Rearden Com., Inc.*, 683 F.3d 1190, 1202 (9th Cir. 2012)).

Plaintiffs own a federal registration for the “SR. OZZY’S” mark. (Doc. 18 at 5.) This registration is “admissible in evidence and []prima facie evidence of the validity of the registered mark and of the registration of the mark, of the registrant’s ownership of the mark, and of the registrant’s exclusive right to use the registered mark in commerce on or in connection with the goods or services specified in the registration.” 15 U.S.C. § 1115

1 (a). Thus, Plaintiffs have established the first element of their Lanham Act claims, and the  
 2 Court must consider the likelihood of confusion that will ensue if Defendants proceed with  
 3 their plan to open Sr. Ozzy’s Bar & Grill.

4 In the Ninth Circuit, courts consider the eight *Sleekcraft* factors for determining  
 5 whether consumers are likely to be confused by a defendant’s use of a registered mark:  
 6 “(1) strength of the mark; (2) proximity of the goods; (3) similarity of the marks; (4)  
 7 evidence of actual confusion; (5) marketing channels used; (6) type of goods and the degree  
 8 of care likely to be exercised by the purchaser; (7) defendant’s intent in selecting the mark;  
 9 and (8) likelihood of expansion of the product lines.” *Network Automation, Inc. v.*  
 10 *Advanced Sys. Concepts, Inc.*, 638 F.3d 1137, 1145 (9th Cir. 2011). These factors are not  
 11 exhaustive, and “[o]ther variables may come into play depending on the particular facts  
 12 presented.” *Id.*

13 Still, “the similarity of the marks—has always been considered a critical question  
 14 in the likelihood-of-confusion analysis.” *GoTo.com, Inc. v. Walt Disney Co.*, 202 F.3d  
 15 1199, 1205 (9th Cir. 2000). Here, the marks are highly similar. “Defendants are simply  
 16 using the Sr. Ozzy’s Mark in its entity name and restaurant operation, and using the Mark  
 17 for their competing business, only adding ‘Bar & Grill’ [at] the end of Sr. Ozzy’s for their  
 18 signage.” (Doc. 18 at 5); *see also GoTo.com*, 202 F.3d at 1205 (“The greater the similarity  
 19 between the two marks at issue, the greater the likelihood of confusion.”); *Off. Airline*  
 20 *Guides, Inc. v. Goss*, 6 F.3d 1385, 1392 (9th Cir. 1993) (“Similarities are weighed more  
 21 heavily than differences.”). Thus, consumers are likely to be confused and might conflate  
 22 Plaintiffs’ business and Defendants’ establishment.

23 Further, at the preliminary hearing, Plaintiffs noted the proximity of Defendants’  
 24 restaurant and other Sr. Ozzy’s locations and the similarity of food offerings at both  
 25 businesses, which support the second and sixth *Sleekcraft* factors. More specifically,  
 26 Plaintiffs noted that Defendants’ restaurant is within the same metropolitan area (and a  
 27 certain number of miles) of two other Sr. Ozzy’s locations. And pursuant to the parties’  
 28 initial Franchise Agreement, Plaintiffs provided a list of “Approved Products and Services”

1 and “explicit instructions for . . . specifications for goods that will be used in or sold by the  
2 Sr. Ozzy’s Business.” (Doc. 1-3 at 11.) Further, the ingredients will be (or might already  
3 have been) procured using Plaintiffs’ vendors. Likewise, at the hearing Plaintiffs’ witness  
4 supported the fourth *Sleekcraft* factor when she testified that vendors have called Plaintiffs  
5 to explain that Defendants had outstanding, unpaid bills.

6 Plaintiffs did not squarely address the remaining *Sleekcraft* factors in their motion  
7 or at the hearing. Nevertheless, the parties’ Franchise Agreement supports the idea that  
8 Defendants’ intention (seventh factor) in selecting the mark was to benefit from the  
9 credibility, training, and connections provided by Plaintiffs’ franchising system. In  
10 addition, the longevity of Plaintiffs’ business and expansion to several franchises tend to  
11 support the mark’s strength (first factor). Accordingly, Plaintiffs have sufficiently  
12 established that consumers will likely confuse their mark and Defendants’ branding to  
13 succeed on their Lanham Act claims.

#### 14 **B. Breaches of Contract**

15 In Arizona, plaintiffs can prove contract claims by showing (1) the existence of a  
16 valid contract, (2) breach, and (3) resulting damages. *First Am. Title Ins. Co. v. Johnson*  
17 *Bank*, 239 Ariz. 348, 353, 372 P.3d 292, 297 (2016). Plaintiffs claim that Defendants  
18 breached their Franchise Agreement in several ways: by continuing to use Sr. Ozzy’s  
19 trademarks upon termination or expiration of the contract, suggesting they are affiliated  
20 with Sr. Ozzy’s through the use of their signage, and failing to return Sr. Ozzy’s Operations  
21 Manual. Plaintiffs also claim that Defendants are currently in breach of the Agreement’s  
22 two-year non-compete provision because, despite termination of the Agreement,  
23 Defendants might begin operating their restaurant within a 25-mile radius of other Sr.  
24 Ozzy’s locations. Plaintiffs are likely to succeed on their first claim, but their likelihood  
25 of success on the second is unclear.

26 The Agreement is a valid contract. And Plaintiffs have offered enough evidence to  
27 show that Defendants breached several relevant provisions, including Sections 10.3,  
28 “Rights and Obligations After Termination or Expiration” and 8.6.2, “Post-Term

Covenants.” On January 25, 2023, Plaintiffs notified Defendants that the Franchise Agreement was immediately terminated, which triggered the Agreement’s post-termination obligations five days after Defendants received the Notice of Termination. Those obligations compelled Defendants to take several actions, including providing an accounting, ceasing the use of the Sr. Ozzy’s mark or similar signage, removing contact information from public listings, returning the Manual, and maintaining records for a period of five years, etc. (Doc. 1-3 at 44.) Thus, Plaintiffs have sufficiently shown breach at this stage through photographic evidence that Defendants are still using their trademarked name and improperly affiliating with Sr. Ozzy’s. Additionally, Ms. Perez’s testimony sufficiently establishes that Defendants have not yet returned the Manual.

However, Plaintiffs have not shown that Defendants are breaching the Agreement’s non-compete provision, § 1.5 “Unfair Competition After Relationship.” (Doc. 1-3 at 69.) Under that provision, upon the termination of the Agreement, Defendants could not “unfairly compete” with Sr. Ozzy’s by engaging “Prohibited Activities,” which were defined as:

(i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

(Doc. 1-3 at 67, 68.)

The Agreement further specified that the Prohibited Activities were forbidden for a “Restricted Period” that was defined as “the two (2) year period after you cease to be a manager of Franchisee’s Sr. Ozzy’s Business.” (Doc. 1-3 at 68, 69.) Although Plaintiffs claim that Defendants might begin operations at any time, on the facts presented, it is not obvious that Defendants intend to do so. On the one hand, Plaintiffs’ witness testified that

1 she drove by Defendants' restaurant and saw Sr. Ozzy's signage in recent weeks. On the  
2 other hand, she did not say that Defendants were engaged in any of the Prohibited  
3 Activities, nor did she provide persuasive evidence that suggests they are imminently  
4 preparing to engage in any of those activities.

5 For example, Ms. Perez also testified that she saw online job listings for open  
6 positions at Defendants' restaurant at an undefined time. It is unclear whether these  
7 postings were created before or after Plaintiffs terminated the parties' Franchise  
8 Agreement. It is also not clear whether or when Defendants began actively hiring new  
9 staff or reviewing these applications. If the Defendants created the job postings before  
10 Plaintiffs terminated the Agreement and thereafter stopped reviewing applications, then the  
11 existence of the job postings would not tend to evince the Defendants' intent to open the  
12 restaurant in violation of the non-compete provision.

13 Finally, Ms. Perez testified that Sr. Ozzy's has received calls from vendors  
14 complaining that Defendants have not paid their bills. Still, it is unclear whether any  
15 vendors have already supplied Defendants with ingredients or other services and supplies.  
16 If Defendants are not paying their bills and the vendors have not delivered any supplies,  
17 then the vendor calls Ms. Perez describes might not provide any evidence about the status  
18 of the restaurant or whether Defendants are engaged in any Prohibited Activities. Thus, it  
19 is unclear that Plaintiffs are likely to succeed on their breach of contract claim insofar as  
20 they seek damages under the Franchise Agreement's non-compete provision.

### 21 **C. Trade Secret Misappropriation**

22 Under the Arizona Trade Secrets Act, a trade secret is defined as information that  
23 (a) derives independent economic value from not being generally known to, and not being  
24 readily ascertainable by proper means by, other persons who can obtain economic value  
25 from its disclosure or use; and (b) is the subject of reasonable efforts to maintain its secrecy.  
26 A.R.S. § 44-401(4). Misappropriation occurs if a person discloses or uses a trade secret  
27 without consent (express or implied) when the trade secret was acquired under the  
28 circumstances giving rise to a duty to maintain its secrecy or limit its use. A.R.S. § 44-



1 401(2)(b)(ii).

2 Plaintiffs claim that Defendants' failure to return their Manual constitutes  
3 misappropriation of trade secrets within this definition. At the hearing, Ms. Perez testified  
4 that the Manual contains proprietary recipes, business strategies, and vendor contacts.  
5 According to her testimony, this information took time to develop and could harm Sr.  
6 Ozzy's if their competitors had access to the Manual because it outlines most aspects of  
7 their operations. Ms. Perez also noted that the Definition section of the Agreement  
8 expressly stated that the Manual was confidential and that franchisees should take  
9 reasonable steps to ensure it remained a secret. (*See* Doc. 1-3 at 67 ("'*Manual*' means our  
10 confidential operations manual for the operation of a Sr. Ozzy's Business")); (*See also*  
11 Doc. 1-3 at 21 ("You shall at all times treat the Manual, any other manuals created for or  
12 approved for use in the operation of the Sr. Ozzy's Business, and the information contained  
13 therein as confidential, and shall use all reasonable efforts to maintain such information as  
14 secret and confidential.")). Thus, Plaintiffs have sufficiently established that some parts of  
15 the Manual are trade secrets under Arizona law.

16 However, Plaintiffs have not shown that Defendants have disclosed or used these  
17 trade secrets in a manner that can give rise to a misappropriation claim. Although  
18 Defendants had a contractual obligation to return the Manual, Plaintiffs have not presented  
19 any affirmative evidence that shows Defendants plan to open the restaurant and use the  
20 secrets to their benefit. Likewise, Plaintiffs have not presented evidence that Defendants  
21 have disclosed the trade secrets to anyone else. Plaintiffs have offered minimal and  
22 generalized testimony that Defendants are using some of their vendors, and they have  
23 offered some minimal testimony to suggest that the suppliers of some of the ingredients in  
24 their recipes may qualify as trade secrets. But, again, they have not offered sufficient  
25 testimony to conclude that their vendors, with whom Defendants have been in contact, are  
26 the supplier(s) of the ingredients for their recipes. Thus, Plaintiffs have not yet presented  
27 sufficient evidence to conclude that they are likely to succeed on their misappropriation  
28 claim, even if their allegations might be sufficient to support their trademark infringement



1 claims and one of their breach of contract claims.

### 2 **III. Irreparable Harm**

3 Next, the Court must examine whether Plaintiffs are likely to suffer irreparable harm  
 4 in the absence of preliminary relief. *Am. Trucking Ass'ns v. City of Los Angeles*, 559 F.3d  
 5 1046, 1052 (9th Cir. 2009). “Irreparable harm is one that cannot be redressed by a legal or  
 6 equitable remedy following trial.” *Optinrealbig.com LLC v. Ironport Sys.*, 323 F. Supp.  
 7 2d 1037, 1051 (N.D. Cal. 2004). “Harm that is speculative will not support injunctive  
 8 relief.” *Am. Trucking Ass'ns*, 559 F.3d at 1057.

9 Plaintiffs will be harmed by continued use of their mark because consumers may  
 10 confuse Defendants’ restaurant with Plaintiffs’ active franchises. In addition, plaintiffs will  
 11 also be harmed by Defendants’ active breach of the Franchise Agreement. Although some  
 12 of these harms might be difficult to quantify, many courts routinely find irreparable harm  
 13 under similar circumstances. *See, e.g., Wetzel’s Pretzels, LLC v. Johnson*, 797 F. Supp. 2d  
 14 1020, 1028 (C.D. Cal. 2011) (noting that plaintiffs would be irreparably harmed where  
 15 franchisees engaged “in the unauthorized use of Wetzel’s marks” because unless plaintiff  
 16 was “allowed to protect its marks, its ability to control its reputation and goodwill  
 17 associated with the marks will be significantly reduced”); *Morris CM Enterprises, LLC v.*  
 18 *Wingstop Franchising, LLC*, No. 219CV02306KJMCKD, 2020 WL 42241, at \*5 (E.D.  
 19 Cal. Jan. 3, 2020) (noting that “Wingstop has demonstrated that Morris CM's continued  
 20 use of its marks will cause it irreparable harm” because “[t]he restaurant in question  
 21 continues to identify itself as a Wingstop eatery”); *IHOP Franchising, LLC v. Hameed*,  
 22 No. 2:14-CV-1752-TLN-CKD, 2015 WL 429547, at \*5 (E.D. Cal. Feb. 2, 2015) (same).  
 23 Indeed, in trademark cases, “irreparable injury may be presumed from a showing of  
 24 likelihood of success on the merits of a trademark infringement claim.” *Brookfield*  
 25 *Communications, Inc. v. W. Coast Ent. Corp.*, 174 F.3d 1036, 1066 (9th Cir. 1999); *see*  
 26 *also* 15 U.S.C 1116(a).

27 However, the harms related to Plaintiffs’ non-compete and trade secret  
 28 misappropriation claims are speculative. *See Bambu Franchising, LLC v. Nguyen*, 537 F.

1 Supp. 3d 1066, 1079 (N.D. Cal. 2021) (finding that violation of a non-compete constituted  
 2 irreparable injury where customers were shopping at an active store and posting online  
 3 reviews of its merchandise). As discussed above, Plaintiffs have not offered persuasive  
 4 evidence that Defendants intend to open and operate their restaurant, nor have they offered  
 5 evidence that Defendants disclosed or used the trade secrets in the Manual.

#### 6 **IV. Balance of Equities & Public Interest**

7 To receive a preliminary injunction, “movants must show that the balance of  
 8 equities tips in their favor” and “that an injunction is in the public interest.” *Winter v. Nat.*  
 9 *Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008); *see also Miracle v. Hobbs*, 427 F. Supp. 3d  
 10 1150, 1164 (D. Ariz. 2019), *aff’d*, 808 F. App’x 470 (9th Cir. 2020) (noting that the court  
 11 considers these inquiries in tandem). Case law supports Plaintiffs’ position that  
 12 “Defendants will not be irreparably harmed by a preliminary injunction as the injunction  
 13 will only compel Defendants to comply with its contractual obligations.” (Doc.s 18 at 10.)

14 Indeed, sufficient legal authority supports “the proposition that a preliminary  
 15 injunction is in the public interest, namely, that the terms of a valid contract should be  
 16 enforced against the parties to the contract.” *Massage Envy Franchising LLC v. Goat*  
 17 *Rodeo Ventures LLC*, No. CV-18-01998-PHX-JJT, 2018 WL 4148912, at \*2 (D. Ariz.  
 18 Aug. 30, 2018) (citing *Rebath LLC v. New England Bath Inc.*, No. CV-16-01700-PHX-  
 19 DLR, 2016 WL 8670165, at \*6 (D. Ariz. July 15, 2016) (“It is generally in the public  
 20 interest to enforce valid contracts and make parties live up to their agreements.”) (internal  
 21 quotations omitted); *see also Armored Grp., LLC v. Supreme Corp.*, No. CV-09-00414-  
 22 PHX-NVW, 2010 WL 3940459, at \*6 (D. Ariz. Oct. 6, 2010) (“Arizona law favors  
 23 [contract] enforcement when it is clear that the parties intended themselves to be bound.”)  
 24 (internal quotations omitted).

#### 25 **CONCLUSION**

26 Accordingly, because Plaintiffs have met all of the elements required to obtain a  
 27 preliminary injunction on some of their claims, the Court will enter the requested relief to  
 28 the extent described below.

1           **IT IS THEREFORE ORDERED** that Plaintiffs' Motion for Preliminary  
2 Injunction (Doc. 17) is **GRANTED** in part and **DENIED** in part:

- 3           1. It is granted as to Plaintiffs' trademark infringement claims;  
4           2. It is also granted as to Plaintiffs' breach of contract claims to the extent that those  
5           claims are not based on the non-compete provision;  
6           3. It is denied without prejudice as to Plaintiffs' trade secret misappropriation  
7           claim.

8           **IT IS FURTHER ORDERED** that Defendants and their agents must  
9 immediately discontinue the use of the Plaintiffs' marks or any similar service marks in  
10 connection with any business.

11           **IT IS FURTHER ORDERED** that Defendants and their agents must immediately  
12 perform their post-termination obligations as they are defined in 10.3(a)–(k) of the  
13 Franchise Agreement.

14           **IT IS FURTHER ORDERED** that this Preliminary Injunction shall remain in  
15 effect until the trial of this matter, or two years from the entry of this order or Defendants'  
16 compliance with same, whichever is later.

17           **IT IS FURTHER ORDERED** that because Defendants agreed to waive the bond  
18 required pursuant to Section 11.10 of the Franchise Agreement, Plaintiffs are not required  
19 to post a bond pursuant to Fed. R. Civ. P. 65(c).

20           **IT IS FURTHER ORDERED** that this order is only effective as to served  
21 Defendants and their agents. Unless Defendants are represented by counsel known to  
22 Plaintiffs, Plaintiffs shall serve copies of Plaintiffs' Motion and this Order on each  
23 currently unserved Defendant, via electronic mail and overnight mail, at the following  
24 address:

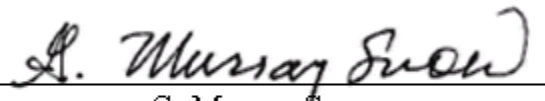
25           Jissel Morales  
26           Firmen Morales  
27           Martha Patricia Morales  
28           4659 N. 101st Avenue  
            Phoenix, Arizona 85037

            If Defendants are represented by counsel known to Plaintiffs, Plaintiffs may serve

1 Plaintiffs' Motion and this Order upon counsel, via electronic mail and overnight mail.  
2 Plaintiffs shall continue to provide notice of these proceedings and copies of the documents  
3 on file in this matter to Defendants (directly or through counsel, as appropriate) by such  
4 means reasonably calculated to give notice which is permitted by the Court.

5 **IT IS FURTHER ORDERED** that to the extent Plaintiffs seek a temporary  
6 restraining order, their motion is denied as moot in light of the foregoing relief.

7 Dated this 22nd day of March, 2023.

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10 G. Murray Snow  
11 Chief United States District Judge  
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